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7-30-1942

## Co-Op Grocery, Kenwood Park Grocery, Kasaks Grocery, and others and Local Industrial Union, Local 478, CIO (1942)

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## Co-Op Grocery, Kenwood Park Grocery, Kasaks Grocery, and others and Local Industrial Union, Local 478, CIO (1942)

### Effective Date

7-30-1942

### Expiration Date

July 1943

### Employer

Co-Op Grocery; Kenwood Park Grocery; Kasaks Grocery; and others

### Union

Local Industrial Union

### Union Local

478

### NAICS

44

### Sector

Private

### Item ID

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### Keywords

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### Comments

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7-1-42 LDU-43-5  
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WORKING AGREEMENT

LDU # 4786, 209  
6-30-43  
4584

The parties to this contract, Local Industrial Union No. 478, Affiliated with the C.I.O., hereinafter referred to as the Union, and \_\_\_\_\_, hereinafter referred to as the Employer, agree to be bound by the terms and provisions of this contract for the period of one year.

**CONFIDENTIAL**

CONFIDENTIAL

The basic work day for male employees shall be not more than nine hours, and the basic work week shall be not more than fifty-four and one-half hours. Hours worked by any male employee under the jurisdiction of this contract in excess of fifty-four and one-half hours a week shall be paid for at the rate of time and one-half. The wage rates set forth below shall apply to the basic work day and the basic work week. There will be a fifteen minute clean-up period after each nine hour shift on Monday, Tuesday, Wednesday, Thursday and Friday, and a thirty-minute clean-up period after the twelve hour shift on Saturdays. If any employee works over the fifteen or thirty minute clean-up period, he is to receive time and one-half for all time worked over nine hours for all days except Saturday being twelve hours.

The basic work day for female employees shall be not more than eight hours and the basic work week shall be not more than forty-eight hours. Hours worked by any female employee under the jurisdiction of this contract in excess of forty-eight hours a week shall be paid for at the rate of time and one-half.

The wage rates set forth below shall apply to the basic work day and the basic work week.

All employees must be through work at 10:00 p.m. Saturday night.

No Union member shall work on Sundays or Legal Holidays, except with the consent of the employee.

Article II. Wages

The following scale of wages shall be minimum and shall not be construed as preventing the Employer from paying more. No employee under the jurisdiction of this contract at present receiving more than stipulated herein shall suffer any reduction in wages by reason of this contract. Wages shall be as follows:

Meat cutters in charge of a department.....	\$36.00 per wk.
Other meat cutters, with 3 or more years experience.....	31.00 per wk.
Extra meat cutters, experienced.....	.75 per hr.
Apprentice meat cutters, less than 3 years experience.	
First and second year	19.00 per wk.
Third year.....	23.00 per wk.
Experienced counter clerk not a meat cutter.....	.50 per hr.
Grocery clerks with 18 months or more experience:	
Female clerks.....	22.00 per wk.
Male clerks.....	28.50 per wk.
Grocery clerks with 12 months' experience and less than 18 months:	
Male.....	22.00 per wk.
Female.....	19.00 per wk.
Grocery clerks with six months' experience and less than 12 months:	
Male.....	21.00 per wk.
Female.....	17.00 per wk.
Grocery clerks up to six months' experience:	
Male.....	18.00 per wk.
Female.....	16.00 per wk.

Grocery clerks--part-time, experienced:	Male.....	\$.44 per hr.
	Female.....	\$.38½ per hr.
Part-time inexperienced help.....		.30 per hr.
Checkers. Female, up to six months' experience....		16.50 per wk.
Six months to one year's experience.....		17.50 per wk.
Over one year's experience.....		18.50 per wk.
Head checker.....		22.00 per wk.

Wages shall be paid in full Saturday.

Working hours shall be scheduled as follows: Monday, Tuesday, Wednesday, Thursday, and Friday, 8:00 a.m. to 5:30 p.m., with one hour out for lunch. Saturday 7:30 a.m. to 9:30 p.m., with one hour out for lunch and one hour out for supper. The day before a holiday shall be worked on the same basis as on Saturdays, except Christmas Eve, when stores shall close at 6:00 p.m. This shall in no way prohibit the employer from setting starting time for any straight 8½ hour shift. However, no shift can end later than 9:30 p.m. before clean-up period on any night, but each regular shift shall begin at the same time each day.

New Year's Day, Decoration Day, July 4th, Labor Day, Armistice Day, providing Austin retail stores close on this day, Thanksgiving Day, Christmas Day, and all other days declared national holidays shall be free days and no deduction shall be made from weekly salaries for these days. In case these holidays come on Sunday, the Monday following shall be a free day without deduction in weekly wages. Employees shall work as Saturdays on December 22d and 23d.

#### Article III. Vacations.

All employees represented by the Union and under the jurisdiction of this contract shall, if or when they have completed one year's work in the service of the Employer, be entitled to one week's vacation with full pay each year. The time for such vacations shall be arranged by the grievance committee of the employees and by the employer in a way mutually agreeable to the employees and the employer. Seniority shall be considered in arranging the time for vacations. If for any reason any employee does not receive the vacation to which he is entitled, he shall have instead extra pay for time equivalent to such vacation. Each employee shall be entitled to six days' sick leave during any one year of service without deduction from his pay.

#### Article IV. Seniority.

The employer agrees to recognize the principle of seniority, giving preference to employment and jobs to employees and former employees on the basis of length of service. In the case of a lay-off for lack of work the youngest in point of seniority or service shall be the first laid off. When the force is increased those formerly laid off shall be re-hired before others are employed. They shall be re-hired in the order of their seniority, the oldest first, etc. As vacancies occur, notice of the same shall be posted giving employees the opportunity on the basis of seniority to fill the vacant job.

This article shall not be construed in such a way as to give anyone a claim to a job the duties of which he or she is clearly unable to perform. Any employee shall have the right to waive his or her seniority claim to any job. Seniority shall apply to full time Union members only. Employees who may be paid off in the future for lack of work and who, by virtue of their seniority have the right to re-employment when the force is increased, shall have five days in which to exercise that right. The employer shall notify them when openings occur, and when additional help is hired. All seniority disputes shall be handled by the arbitration committee described in Article VIII. The seniority of any employee shall become effective when he has completed three months' work.



## Article V. Leave of Absence.

Leave of absence for any employee may be arranged by the employer and the grievance committee of the employees. In cases where such leave of absence is granted by mutual agreement of the employer and the grievance committee, the employee on leave of absence shall suffer no impairment of his or her seniority rights. No leave of absence so arranged shall exceed six months, except in cases where an employee has leave of absence to transact Union business. This does not include specialized employees where there is no employee capable of carrying on such work.

In the event that any employee is chosen by the Union to transact business for the Union, such employment by the Union shall constitute leave of absence for that employee for whatever length of time such employment by the Union shall continue. In such case a twelve day notice shall be given the employer. When his term of office or employment by the Union is terminated, he shall resume his work in the service of the employer without impairment of his seniority rights, provided the Union shall give thirty days notice to employer prior to employee's re-employment.

## Article VI. Dismissal

The employer reserves the right to discharge from his employ any employee for dishonesty, drunkenness on the job, incompetency, or continued or wilful neglect of his or her work. Any employee discharged shall have the right to a hearing in a meeting of the grievance committee with the Employer. The cause for discharge shall be proved to the satisfaction of his fellow workers or their duly elected representatives in the store before the discharge becomes effective. Employees shall have the right to be represented in any controversy with the employer by their duly elected grievance men or Union officers, and the grievance committee shall be composed of three Union employees from the store where the grievance arises.

## Article VII. Jurisdiction and Enforcement

All employees in the service of the Employer, except store and coat managers and members of the Employer's immediate family, shall be members of the Union, and subject to the rules, regulations, and obligations of the Union.

When new employees are hired who are not members of the Union, they shall be required to report to Union headquarters the terms of their employment before going to work. After they have received two full weeks' salary, they shall be required to become members of the Union and pay their dues and fees immediately. In the event that an employee is suspended or expelled from the Union for good and sufficient reason in accordance with the constitution and by-laws of the Union, the Employer agrees to discharge from his employ such employee after one week's notice. Part time employees working less than ten hours a week shall not be required to join the Union, but shall nevertheless be required to report to the Union the terms of their employment. The employer agrees not to enter into any contract or agreement with any employee or group of employees the terms and provisions of which conflict with the terms and provisions of this contract, nor in any agreement or arrangement whatsoever relating in any way to wages, hours of work, or any other conditions of employment without the full knowledge of the duly elected officers of the Union.

The Union shall be the sole representative of all employees in collective bargaining with each employer.

Officers of the Union shall be given access by the employer to such records as may be necessary to ascertain whether or not the terms and provisions of this contract are adhered to, for instance pay checks, payroll records, receipts. Part time workers working more than ten hours a week shall be required to join the Union, after they have received two full checks.

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Article VIII. Disputes

Disputes arising between the employer and any employee or employees on matters not covered by this contract, which cannot be settled between the duly elected grievance committee of the employees and the employer, shall be submitted to an arbitration committee consisting of one representative chosen by the employee, one chosen by the employer, and, when necessary to reach an agreement, a third selected by the first two named. The third party shall in no case be a member of the Union nor in any way connected with or interested in the business of the employer. This committee, after examining and weighing the evidence either party to the dispute wishes to submit, shall within five days give its decision in writing, one copy to the Union and one copy to the employer, and such decision shall be final and binding upon both parties for the period that this contract remains in effect.

There shall be no reduction in the number of employees by reason of this contract.

Only those stores employing one or more Union employees shall be listed and published in the Unionist as fair to Labor.

It is understood and agreed by employees and employers that this contract without change shall be uniform for all Austin food dealers and employees. This contract shall in no way conflict with the State Labor Relations Act.

Conditions not mentioned herein shall remain as before.

Article IX. Amendments.

Amendments or changes in this contract may be made at any time by mutual consent of both parties.

Agreed and subscribed to this 30<sup>th</sup> day of July, 1942.

To be in effect beginning on the 1st day of July, 1942, and until the 1st day of July, 1943. The change in hours from last year's contract shall go into effect Monday, August 3, 1942.

At Union's option, this contract may be opened effective any time after January 1, 1943, for the purpose of negotiating wages only, of which thirty days' notice shall be given. In event notice is given and no agreement is reached, each party has freedom of action.

Signed:

The Employer

The Union

By Ralph Aulich Mgr CO\*OP Grocery

By Eva M Sauers Business Manager  
Local 478.

By E.F. Johnson Mgr Kenwood Park Grocery

By Don Taylor Prop Taylors Grocery

By Clara Kasak Prop Kasaks Grocery

By Sophus Nelsen Mgr Main Street market and A & P meat market

By J.C. Hall Prop Halls Food Store

By James Speredon Prop European  
Grocery

By H.W. Nelsen Mgr Herb&Bills Food Store

By J.M. Fischer Prop Fischers market

By LaVerne Larson Mgr Larsons Grocery

By G.N. Nelson Prop Nelsons Grocery

By Gene McLaughlin Prop Square Deal Grocery

By E.E. Sicard Mgr Piggley-Wiggley

By Homor Houts Mgr Square Deal Meat Market

By A/L. LaFond A.&.P. Grocery

By J.N. Knauer Prop Knauers Market

By Wm Larson Mgr Claras Food Store

By K.M. Hostad Mgr Red-Owl Grocery

By Leon Zender Mgr Economy Market